MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION OFFICE OF PURCHASING AND TRAVEL JACKSON

STATE CONTRACT NO. 5-420-21222-14

CONTRACTOR: School Specialty, Inc. DATE: June 30, 2014

ITEMS: Modular Office, School EFFECTIVE: July 1, 2014

Furniture and Seating through

June 30, 2015

A. <u>AUTHORITY</u>

This certifies that a contract has been executed between the Department of Finance and Administration, Office of Purchasing and Travel for the State of Mississippi and the herein designated Contractor pursuant to Section 31-7-7, Mississippi Code of 1972, Annotated, for the items specified herein.

B. EFFECT

During the term of this contract no purchase of modular office, school furniture and seating manufactured and/or distributed by the above-designated Contractor shall be made by state agencies at a price in excess of that established by the prices set out in this regulation (See Section "F").

Commodities purchased under provisions of this contract from the above Contractor or his authorized distributors shall be exempt from competitive bid requirements otherwise applying to purchases by the state agencies, counties, municipalities and other political subdivisions.

C. PURCHASE ORDERS

Purchase orders prepared by the various state agencies shall show the state contract number on the P. O. in the designated space, quantity, description of the items and prices, also shipping or delivery instructions, if any.

D. PAYMENT

The supplier shall be paid by the ordering agency upon submission of properly certified invoices or vouchers for articles or services delivered and accepted less deductions, if any, as provided.

E. ORDERING

Purchasers shall order in such quantities as required. Purchase orders are to be directed to address of Contractor or Distributors shown in Section "J". The Bureau of Financial Control of the State shall not approve any account nor order and direct payment of any account for the purchase of any commodity covered by this contract certification when the purchase price is in excess of the maximum price fixed in this purchasing regulation.

F. PRICES

Prices for the new period are set forth in the following price lists:

Bird-In-Hand Price List, Rev. 12/20/2013, Expires 6/30/2015
School Specialty Price List 2014
Classroom Select MSRP Price List 2, Revision 2, Effective, January 1, 2014
Royal Seating Price List 2, Revision 1, Effective January 1, 2014
School Specialty Furniture and Equipment 2014 Price List (FM14)
School Specialty Early Childhood Furniture 2014 Price List (EW14)

Prices are subject to the discounts as follows:

BIRD-IN-HANDDISCOUNTS FOR PRODUCTS TO BE DELIVERED AND INSTALLED

54% discount for orders from \$1.00 - \$50,000 56% discount for orders from \$50,001 - \$200,000 58% discount for orders from \$200,001 - \$400,000 60% discount for orders from \$400,001 - Up

DISCOUNTS FOR PRODUCTS TO BE DOCK DELIVERED ONLY

58% discount for orders from \$1.00 - \$50,000 60% discount for orders from \$50,001 - \$200,000 62% discount for orders from \$200,001 - \$400,000 64% discount for orders from \$400,001 - Up

CLASSROOM SELECT AND ROYAL SEATING DISCOUNTS FOR PRODUCTS TO BE DELIVERED AND INSTALLED

55% discount for orders from \$1.00 - \$50,000 57% discount for orders from \$50,001 - \$200,000 59% discount for orders from \$200,001 - \$400,000 61% discount for orders from \$400,001 - Up

DISCOUNTS FOR PRODUCTS TO BE DOCK DELIVERED ONLY

59% discount for orders from \$1.00 - \$50,000 61% discount for orders from \$50,001 - \$200,000 63% discount for orders from \$200,001 - \$400,000 65% discount for orders from \$400,001 - Up Entities making purchases over \$50,000 may consider obtaining two competitive quotes from the authorized dealers' list on this manufacturer's contract. If this manufacturer does not have a dealers' list, the manufacturer should be prepared to submit a quote.

The only items that have been approved and are included in this agreement are as follows:

<u>Modular Office Furniture</u>: Metal, wood, or laminate freestanding modular casegoods, complimentary components, such as, keyboard drawers, tasklights, tackboards, etc., and complimentary storage units; conference room tables, lecturns, media cabinets, storage cabinets and presentation boards.

<u>School Furniture</u>: Student desks, chair desks/tablet arm chairs, stools; single unit pedestal teacher's desks; study carrels and storage cabinets; stacking chairs/student chairs/folding chairs; classroom activity, computer, folding, and training tables and accessories, such as, ganging devices, electrical/data components and storage dollies.

<u>Seating</u>: Wood, metal or ergonomic seating which may include, but not be limited to, executive, managerial, task, operational, stools, side, occasional, stacking, conference, and theater type seating. Products must meet or exceed ANSI/BIFMA requirements.

Any items that can be purchased from a competitively bid state contract with the Office of Purchasing and Travel shall not be included in this agreement.

Cost of design fees are not included in this agreement and must be negotiated with the buying entity if needed. This agreement is for purchases where the total net amount, after discount, shall not exceed \$500,000.

Catalogs and Price Lists may be obtained from the Contractor.

G. TRANSPORTATION

F.O.B. Destination: <u>Delivered and Installed</u> shall mean freight and installation cost prepaid delivered and installed inside any agency within the State of Mississippi with all charges for transportation and installation paid by the Contractor. <u>Dock Delivered</u> shall mean freight charges paid by the Contractor to the dock only. No installation is included.

Please Note: On orders less than \$1000 the freight only charge shall be prepaid by the vendor and may be added to the invoice. The vendor must include proof of actual shipping charges with the invoice.

H. POLITICAL SUBDIVISIONS - COUNTIES, MUNICIPALITIES, SCHOOLS, ETC.

This contract provides that the provisions thereof may be available to any county, municipality, school board or other local public agency or authority of the State of Mississippi which may elect to purchase at the prices, terms and conditions of sale specified therein.

Any such agency or political subdivisions electing to purchase as herein provided shall write the following on the face of the purchase order:

"P. O. issued pursuant to provisions of Mississippi State Contract No. 5-420-21222-14."

I. TERMS

Net Forty-five (45) days Without Penalty

J. CONTRACTOR

Please place all orders under this agreement with the following:

School Specialty, Inc. 100 Paragon Parkway Mansfield, OH 44903 Contact: Scott Kurtzman Telephone: 419-589-1906 Toll Free: 800-305-0174

Fax: 419-520-4169

Email: scott.kurtzman@schoolspecialty.com

Local Account Managers:

Kay Flood

Telephone: 601-957-9157

Email: Kay.flood@schoolspecialty.com

Kathy Wells

Telephone: 662-328-1349

Email: Kathleen.wells@schoolspecialty.com